

Disaster-4332-TX

December 18, 2018

NAME
ADDRESS
CITY, STATE ZIP
FEMA Application #: XXXXX

Dear NAME:

As part of the Federal Emergency Management Agency's (FEMA) mission to help you recover from DR-4332-TX, the Agency provided your household with a temporary housing unit (THU), subject to the rules and conditions of the "Receipt for Government Property (Temporary Housing Program § 408) with Conditions for Use of Government Property" (the "Revocable License") you signed on 03/29/2018. If not revoked earlier, this Revocable License is valid for the length of FEMA's direct housing program, but automatically expires 18 months from the date of the Presidential disaster declaration, unless extended.

At the request of the State of Texas, FEMA has extended your Revocable License through August 25, 2019. During the extension period, you must still comply with the rules and conditions of the Revocable License.

Although FEMA has extended the period of your Revocable License, if you choose to remain in the THU you will incur a monthly rent based on fair market rent, as authorized by 42 U.S.C. 5174 (c)(1)(B)(iii). If you remain in the THU after February 25, 2019, you will be charged \$XXX starting on March 1, 2019 and on the first day of every month for as long as you remain in and maintain eligibility to occupy the THU. Your first payment will be due March 1, 2019. The rent will not be prorated; however, FEMA may reduce the amount of your monthly rent based on your ability to pay.

Failure to pay your monthly rent is a violation of the rules and conditions of your Revocable License and FEMA may terminate your eligibility to remain in the THU as a result. To avoid having to pay this monthly rent, you must move out and surrender possession of the THU to FEMA by February 25, 2019. If you choose to remain in or maintain possession of the THU after this date, FEMA will send you a monthly bill.

Appeal Rights and Instructions

As stated above, FEMA may reduce your rent amount based on your ability to pay. Therefore, you have the right to appeal the amount that you will be charged. You may appeal within sixty (60) calendar days of the date of this letter. Appeals will not be accepted after February 25, 2019. To file an appeal you must:

- Explain in writing why you believe you cannot pay the amount of the rent charged.
 Your appeal must include the following information:
 - o Pre-disaster and post-disaster mortgage costs, including Hazard and Flood insurance premiums
 - Pre-disaster and post-disaster utilities, including water, electric, gas, oil, propane, sewer, and/or trash
 - Pre-disaster and post-disaster income of all household members 18 years of age and older.
- Send documentation that provides the weekly or bi-weekly gross income for members
 of your household who are 18 years of age or older;
- Include your FEMA Application Number, shown at the top of this letter; and
- Mail your letter and the documents to:

FEMA-Region VI Texas Recovery Office P.O. Box 80191 Austin, TX 78708

ATTN: V. Black-Individual Assistance

• If you prefer, you may fax copies of the documents to (512) 490-1628 for V. Black or email them to: femadr4332txrent@fema.dhs.gov.

If you choose to appeal the amount of the rent, you will receive an appeal decision letter from FEMA. Filing an appeal does not guarantee that FEMA will decide in your favor, and it does not extend the time you are eligible to occupy the THU.

During this appeal decision period, your rent will continue to be assessed on the first day of every month and you will receive a monthly bill from FEMA until your appeal is decided. While you wait for FEMA's decision, you may make monthly payments or set aside the funds to cover your monthly rent.

If your appeal is denied, and you have been paying your monthly rent, you will continue to pay your rent as usual. If you have not been paying your monthly rent, you will be required to pay the cumulative total of these charges within (30) calendar days of the date of FEMA's decision letter, and begin paying your rent on the first day of each month until you move out of the THU. This rent will not be prorated.

If your appeal is granted, and you have been paying your monthly rent, FEMA will refund you any overpayment above the adjusted rent, and you will pay the adjusted rent on the first day of each month as usual. If you have not been paying your monthly rent, you will be required to pay the cumulative total of these adjusted charges within thirty (30) calendar days of the date of FEMA's decision letter, and begin paying your adjusted rent on the first day of each month until you move out of the THU. This adjusted rent will not be prorated. See attached "Debt Collection Notice" for additional information.

Please continue to work with your FEMA Recertification Advisor to achieve your permanent housing plan so that you can transition out of the FEMA-provided THU.

Respectfully,

Elizabeth M. Redfearn, Individual Assistance Branch Director

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